BANGALORE DEVELOPMENT AUTHORITY
T. Chowdaiah Road, Kumara park West, Bangalore - 560020
Telephone : 080-23442271 - 23442273

Tender Document for Providing Consultancy Services for Project Management and Quality assurance for The Work of Construction of Housing Project at Sy. No. 100 &102/1of Valagerahalli Village (phase- 7) in Kengeri Hobli, Bangalore South Taluk on Lump Sum Turnkey Basis based on Tenderer's Design.

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SECTION 1. LETTER OF INVITATION

[*Location and Date*]

1.Though adequate care has been taken in the preparation of this Request for Bid Document, the Consultancy Firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office on or before as specified in e-procurement portal. It shall be deemed that the Request for Bid Document is complete in all respects and Consultancy Firm is satisfied that the Request for Bid Document is complete in all respects.

The Executive Engineer
Housing Project Division-1
Bangalore Development Authority,
T.Chowdaiah Road,Kumara park West, Bangalore-560 020.
India.

2. Neither BDA, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for BDA to consider the particular requirements of each party who reads or uses this RFP. Certain prospective Consultant Firms may have a better knowledge of the Assignment than others. Each prospective Consultant Firm should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources.

3. Neither BDA, their employees nor the consultants will have any liability to any prospective Consultant Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Assignment, the information and any other information supplied by or on behalf of BDA or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.

4. BDA reserves the right to reject any or all of the Bids submitted in response to this Request for Bid at any stage without assigning any reasons whatsoever. BDA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP.

5.BDA reserves the right to change/ modify/amend any or all of the provisions of this Request for Bid. Such changes will be intimated to all parties procuring this Request for Bid.

Bangalore Development Authority

T.Chowdaiah road, Kumarapark West, Bangalore-560 020

No:BDA/EE/HPD-1/TEN/ T - /2023-24

Office of the Executive Engineer
Housing Project Divison-1
Bangalore Development Authority
Bangalore, dated: 05/03 /2024

INVITATION FOR TENDER (IFT)

(Through GOK e – Procurement Platform https://kppp.karnataka.gov.in)

Tenders are invited through GOK e-Procurement platform www.eproc.Karnataka.gov.in by the Executive Engineer, Housing Project Division-1, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore-560020, on behalf of the Commissioner, BDA, Bangalore, for **Consultancy Services for Project Management and Quality Assurance**. The details of work are tabled below:

	Name of work	Project Cost (in lakhs)	EMD (in lakhs)	Tender Processing Fee	Type of consultancy Contract	Time period of PMC
1	Consultancy Services for Project Management and Quality assurance Construction of Housing Project at Sy. No. 100 &102/1of Valagerahalli Village(phase 7) in Kengeri Hobli, Bangalore South Taluk on Lump Sum Turnkey Basis based on Tenderer's Design.	8138.24	2.00	Refer e - procurement website	Percentage on Project Cost	Till completion of the Project (inclusive of Defect Liability Period of 2 year)

1. The Scope of Services:

For Project Management and Quality Assurance:

Project Management, Quality Assurance, monitoring and preparation of monthly progress report, conducting weekly progress review meetings, inform the client of any delay in execution of works and suggest suitable remedial measures, test reports of the quality control, scrutiny of bills, etc., till the entire completion of the project i.e., contract period including extended period of the project if any, till final bill of the contracting agency is settled including services during Defect Liability Period. (As per detailed Terms of Reference in Section 4, Clause No. 4.2)

2. Eligibility criteria:

a) Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

b) Any individual Firm/Agency, Partnership Firm, Company having suitable technical, financial and managerial capabilities satisfying the following conditions are eligible to apply.

c) Consultants must own an established office apart from having their own necessary infrastructure required like Computers, Telephones, Printers, Fax, E-mail facilities & Software's like M.S.Office, M.S.Projects, Auto CAD, Design Software's, Estimation Software's, PMC Software's etc.

3. Qualification information:

3.1 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e., 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-23

a) Minimum annual average turnover of Rs.1.00 crores in any two financial years in the last five financial years of the company.
b) Should be a profit making company.
c) PMC (Project management contract) should have worked satisfactorily completed Single housing project not less than Rs.40.70 crores and above.
d) The consultant/Tenderer should have worked Satisfactorily completed Project Management & Quality Assurance for similar group housing/major buildings, Housing Project having a construction cost not less than Rs.65.11 crores or above for any Government Agency/reputed private firm in the last five years in India.
e) Consultants must have an established office in Bangalore with necessary infrastructure, instrument/equipment and NABL certified laboratory required for carrying out the above contract.
f) Consultants must have key professional staff required (as detailed in Clause 6 of Terms of Reference) having experience in construction of building works for deploying exclusively for this consultancy contract. The consultants shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

In support of this, the Consultants should furnish a certificate duly certified by the competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the work. Tender documents submitted without the requisite certificate issued by the Competent Authority will be summarily rejected.

3.2 Even though the Consultants meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement: and / or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

4. Pre-tender meeting : A Pre-tender meeting will be held on M 12/03/2024 at 11.00 am at the Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore-560020. The consultant is requested to submit any queries through Fax or by Post so as to reach this office before 11/03/2024 upto 16.00 Hours to the Office of the Executive Engineer.

5. Following shall be the calendar of events for Tendering :

Availability of Tender Document from	:	05/03/2024
Date and time for receipt of written queries	:	11/03/2024 to 4:00 PM
Date and time for Pre-tender Meeting:		12/03/2024 at 11:00 AM
Date and time for receipt of Tender documents	:	16/03/2024 to 4:00 PM
Opening of Technical bids		18/03/2024 at 4:30 PM

6. The tender comprises two cover system of (i) Technical Bid and (ii) Financial Bid. The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid contains Bill of Quantities (BOQ), which will be opened only if the Consultant is found to be qualified to execute the tendered work.

7. Prospective consultants shall furnish their financial offer in percentage of Base cost amount for the entire project till final bill of the contracting agency is settled including services during Defect Liability Period.(The contract period for the works contract is 24 months for the work contractor)
8. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in) under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in) .
9. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://kppp.karnataka.gov.in) after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful consultant will be discharged only after the successful consultant entering into Agreement with BD
10. Consultants should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, EMD and tender processing fee through e-payment, failing which the bid will not be considered. However, a copy of the uploaded information in the form of booklet shall be submitted to office. The documents uploaded through e-portal only shall be considered for processing.
11. Any effort by the Consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
12. A successful Consultant will have to execute an agreement with Executive Engineer Housing Project Division-1, BDA within 20 days upon the receipt of intimation along with Performance Security of 5% of the contract price of Consultancy services for project management and quality assurance in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bangalore. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency, with forfeiture of the performance security (5%).
13. Consultant will have to execute an agreement with Executive Engineer, Housing Project Division-1, Bangalore Development Authority, Bangalore, within 7 days upon receipt of intimation, failing which his tender will be rejected and EMD will be forfeited.
14. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
15. Corrigendum's / modifications / corrections, if any, will be published in the e procumbent portal only.
16. Bangalore Development Authority reserves the right to accept / reject any or all tenders without assigning any reasons.
17. Further details of work can be obtained in the Office of the Executive Engineer, Housing Project Division-1, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bangalore-560 020 on all working days between 3:30 pm and 5:30pm **Mob. No:** 9945539592
18. For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in) or contact e-Procurement Helpdesk at 080 – 25501216 / 25501227.
    Sd/-

Executive Engineer
Housing Project Division-1,
BDA, Bangalore

Copy submitted to;

1) The Commissioner, BDA for kind information.
2) The Engineer Member, BDA for kind information.
3) The Engineer Office- 3, BDA for kind information

Consultant Executive Engineer

4) Copy submitted to The District Tender Bulletin Officer for publishing in District Tender Bulletin
5) Public Relation Officers to publish in two National News Papers and Local News Papers

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in theData Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet.The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrangefor their visit or to obtain additional information on the pre-proposal conference. Consultants shouldensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit tothe Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to acceptany of the Proposals submitted.

2

Government of Karnataka (GOK) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work,and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

Without limitation on the generality of this rule, consultants shall not be hired under thecircumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project,and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

This Information to Consultants section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed toestablish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

At any time before the submission of Proposals, the Client may, for any reason, whether at its owninitiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend thedeadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working

for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

Financial Proposal

In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (perdiem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity. Consultants shall express the price of their services in Indian Rupees.

The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extendthe validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorizationis confirmed by a written power of attorney accompanying the Proposal.

For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**."

The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with the Client until all submitted proposals are opened publicly.

5. PROPOSAL EVALUATION

General

From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of thepublic opening.

The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work planand final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

Having selected the Consultant on the basis of, among other things, an evaluation of proposed keyprofessional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference	
1.1	The name of the Client is **Executive Engineer, Housing Division -1, Bangalore (behalf commissioner** method of selection is: Least Cost Selection (LCS)
1.2	A technical and a Financial Proposals are requested: Yes ... The name, objectives and description of the Assignment are: Construction of Housing Project at Sy. No. 100 &102/1of Valagerahalli Village(phase 7) in Kengeri Hobli, Bangalore South Taluk on Lump Sum Turnkey Basis based on Tenderer's Design.
1.3	The Assignment is phased: no *If yes, indicate the phasing*]
1.5	The Client will provide the following inputs i) Soil Investigation Reports ii) All Structural Drawings and other relevant details required for execution of the work including Water supply, sanitary and internal roads. iii) Proof checking for all Designs drawings iv) Project Monitoring Services for entire Project till completion. v) The Client envisages the need for continuity Till the completion. vi) The clauses on fraud and corruption in the contract are Sub-clause 27.

1.7.2 The Client envisages the need for continuity for downstream work: Yes ___ No [*If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation*]

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested upto *one day prior to pre-proposal conference/or[Insert number] days before the submission date*. (Choose one option)
The address for requesting clarifications is: the Executive Engineer, housing division -1, BDA, Bangalore.

Telex:9845033499 Facsimile:_____

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted Consultant may associate with other shortlisted Consultant:
Yes___No ___

(ii) The estimated number of key professional staff months required for the assignment is: 24months

The minimum required experience of proposed key professional staff is: Qualification and experience of the following key technical personnel in permanent employment with the Consultant and those that are proposed to be deployed on this contract, if awarded.

Sl. No	Designation	Qualification	Experience	Nos
1	Project Leader (Team leader)	ME (Structures)	8 Years	1
2	Structural Engineer	ME (Structures)	5 years	1
3	Electrical Engineer	BE(electrical)	5 years	1
4	Site Engineer	BE(Civil)	5 years	2
5	Quality Assurance Engineer	BE(CIVIL)	5 years	2
6	Quantity Surveyor	BE(CIVIL)	5 years	1

(iii) _____

(vi) Reports which are part of the assignment must be written in the following language:English

3.4 (vii) Training is an important feature of this Assignment: Yes___No___ [*If yes provide appropriate information*]

(viii) Additional Information in the Technical Proposal includes:_____

_____

3.10 Proposals must remain valid 1 8 0 days after the submission date submission of bids i.e. until:

4.3 Consultants must submit an original and1___[*Number*] additional copies of each proposal.

4.4 The proposal submission address is:_____
The information on the outer envelope should also include:_____

4.5 Proposals must be submitted no later than the following date and time:_____

_____

5.1 The address to send information to the Client is:_____

_____

_____

5.3

The number of points to be given under each of the evaluation criteria are:

	criteria	Points
1	Specific experience of the consultants related to the Assignment completed in last five years A) PMC (Project management contract) should have worked satisfactorily completed Single housing project not less than Rs.40.70crores and above. B) PMC of Housing Project having a cumulative construction cost not less than Rs. 277.27 crores or above for any Government Agency/reputed private firm in the last five years in India.	**20** **20**
2	Adequacy of the proposed work plan and methodology in responding to the TOR No. of test to be carried and frequency Type of equipments available with the agency Brief on where he gets the sample tested	3 3 4
	Consultants must have an established office in Bangalore with necessary infrastructure, instrument/equipment	10
3	Consultants must have an NABL certified laboratory required for carrying out the above contract.	10
4	Minimum annual average turnover of Rs.1.00 crores in any two financial years in the last five financial years of the company.	10
5	Should be a profit making company.	5
6	Qualifications and competence of the key professional staff for the Assignment	
a)	The number of points to be given for qualifications and competence of the key professional staff for the assignment are: 1. Project Leader(Team leader) 2. Structural Engineer 3. Electrical Engineer 4. Site Engineer 5. Quality Assurance Engineer 6. Quantity Surveyor	
	General qualifications (Education qualification of Key professional staff)	**5**
	Adequacy for the project (Project Experience of Key professional staff)	**5**
	Experience in region & language (Kannada, English & Hindi)	**5**
	Total Points:	**100**

The minimum technical score required to pass is : 75 Points

6.1 The address for negotiations is: Engineer Member BDA Bangalore.

Consultant Executive Engineer

7.2 The Assignment is expected to commence on [*Month, Year*] at [*Location*]: work is entrusted to Agency and the work location is at Valagerehalli, Mysore Road, Bangalore.

Sincerely,

[Name of Client]

Consultant Executive Engineer

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

Consultant

Executive Engineer

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____
[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member: _____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature:_____
(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

Consultant

Executive Engineer

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

**** Modify as required for the Assignment.***

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Hiring of Consultants' Services for ----------

..... Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description @	Amount(Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	
	Consultancy Services Tax	
	TOTAL COSTS (Including Service Tax)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

* Provide the break up of the rates to show the basic salary, social costs and overhead,

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable) *

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No.	Item*	Months	Monthly Rate (Rs)	Amount in(Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

Consultant Executive Engineer

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate ( )	Amount ( )
	Office Furniture (Purchase)				
1					
2					
3					
4					
5					
6					
	Office Equipment (Purchase)*				
1					
2					
3					
4					
5					
6					
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IX. Topographical Surveys (if any)*

- Prepare details as appropriate for the consultancy assignment

SECTION 5. TERMS OF REFERENCE

Terms of Reference normally contain the following sections:

1. BACKGROUND

- Bangalore Development Authority (BDA), the Planning Authority of Bangalore City, has earmarked about 20% of the Sites for EWS in all Layouts that have been proposed by it. It has reserved 20% of the Land in its future layout for EWS apart from the Specified Plots for undertaking Group Housing Scheme for EWS. As part of it, Bangalore Development Authority has taken up Affordable Housing Scheme at various locations in Bangalore on Turn-key basis on contractor's own design on lump sum contract tender for the works invited vide Tender Notification. Construction Agency has been finalized.
- The Scope of Work shall include Project Management & Quality Assurance Services for the Construction of Housing Units and club house with Staircase and Corridor; internal sanitary work, electrification, water supply, Formation of Layout; Construction of Pathway, Drains, Culverts, Sump Tank, Over Head Tank, Bore Well including Submersible Pump Set and Pipe Lines, External Water Supply; Under Ground Drainage (UGD) Works, Electrification, D.G sets and Solid Waste Management. STP, Compound wall, Rain water harvesting, Land Scaping, Parks, Play ground, Sports facility etc and Maintenance of all the Infrastructural Facilities developed for a Defect Liability Period of 2 Years. All the Design Criteria shall be as per relevant BIS, NBC, IRC and other Relevant Standards and prevailing Bye Laws and as per contract document and the same shall be got approved from the employer.
- BDA intends to avail Consultancy services for Project management and Quality assurance services for the above project till the completion of project including services during defect liability period and settlement of final bill
- Bangalore Development Authority (BDA) has taken on priority, for Consultancy Services for Project Management and Quality assurance for Consultancy Services for Project Management and Quality assurance for Construction of Housing Project at Sy. No. 100 &102/1of Valagerahalli Village(phase 7) in Kengeri Hobli, Bangalore South Taluk on Lump Sum Turnkey Basis based on Tenderer's Design

2. A CONCISE STATEMENT OF OBJECTIVES

The Consultant's services shall consists of Project management and quality assurance

3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

The Consultant shall perform the principal services outlined below as a part of responsibility for the services of the work. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The Services will include but not limited to the following

i) Consultant shall convene a meeting of Contractor, Consultant in consultation with BDA to discuss, prepare and finalize work programme prior to the commencement of work.

ii) Consultant shall furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.

iii) Consultant shall check the structural drawings and designs for suitability for construction and as per Contract Document and to recommend the structural drawings submitted by the construction agency. The Consultant should also ensure the correctness of the implementation as per the approved construction drawings.

iv) Consultant shall inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract.

v) Planning, scheduling and implementing construction programs to complete the project in time.

vi) To co-ordinate with the Engineer in charge / Architect / Consultant/other govt agencies/construction agency for the necessary drawings.

vii) To study & scrutinize drawings and point out discrepancies, if any, as also to ensure incorporation.

viii) Documentation of all project related matters, including draft minutes of different meetings, and to submit the Daily report, Weekly report, fortnightly report to BDA Engineer in charge

ix) Preparation of periodical reports relating to time, cost and quality.

x) Shall study all drawings, Contract Agreement, Specifications etc. and ensure implementation at site.

xi) Shall be responsible for overall monitoring of the construction and all the team members shall be available at site everyday (including in nights if the contractor carries out work in shifts to achieve the project completion schedule) for Supervision & co-ordination of site work with the BDA and Contractors.

xii) Shall be responsible to deploy requisite number of qualified and experienced Engineers at site on full time basis to supervise the day to day works and also shall be responsible for monitoring of the progress of work as per approved drawings, construction procedures and practices and to ensure quality in day to day work as per specifications and standards.

xiii) Shall be responsible for completion of project as per scheduled time stipulated in agreement with the contractors.

xiv) Shall ensure that all instructions to the contractors will be issued in the form of letter written by Engineer in charge to the contractor or site instructions to the contractor written by Engineer in charge or his representative in site instructions book. They shall maintain the record of all such instructions for verification at any time. It will be PMC responsibility to regularize all verbal instructions given by competent authority in unavoidable circumstances by obtaining written confirmations/ratifications. PMC shall ensure that extra/deviated items are not executed unless approved by BDA and rates are finalized. A register for extra/substituted items shall be maintained by PMC.

xv) The PMC shall make their own arrangements at no extra cost to the BDA for instruments/equipments such as theodolites, leveling instruments, prismatic compass, chain measuring tapes, plain tables and ranging rods, such other equipments / instruments including tents for shelter for the staff of PMC, etc.

xvi) Consultant shall review and recommend for approval the Contractor's working drawings.

xvii) Consultant shall examine and make recommendations on all claims from the Contractor for extension of time, extra compensations, work or expenses or other similar matters.

xviii)Consultant shall provide time assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

xix) Consultant shall prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

xx) Consultants shall perform survey measurements of completed or partial works where required for the determination of quantities.

xxi) Consultant shall review the specifications for investigation work to be done by the Contractor and advise BDA for its adequacy.

xxii) Consultant shall deploy necessary competent and experienced design office professionals to support the project management team as and when required.

xxiii) Consultant shall monitor the progress of work on regular basis and submit monthly progress reports and suggest timely corrective measures accompanied by progress report, photographs, video graphs, listing the activities carried out during the period along with copies of test result and Consultant's remark.

xxiv) Consultant shall be fully responsible for the soundness, correctness and adherence to specification of all works executed assuring responsibility of soundness of designs and the conformity of the work to the approved plans, designs and specifications as per provisions and terms of contract agreement with the executing agency.

xxv) Consultant shall convene weekly progress review meeting and identify the activities falling short of progress, areas of concern and suggest remedial measures to make up the progress.

xxvi) Consultant shall assist BDA and Contractor to organize & operate materials laboratory on the basis of provisions in the contract.

xxvii) Consultant shall supervise and ensure that the Quality Assurance methods are adhered to. He shall arrange to get the requisite test conducted at the Contractors laboratory or at the cost of the Contractor if tests are conducted at other reputed organizations. Quality checking shall be in conformity with specifications as laid in I.S. specifications for Building works and as per agreement conditions.

xxviii) As per the contract documents, Contractors shall execute the works as per relevant BIS. For this purpose, contractors shall record and maintain the quality parameters of materials and of the works. Consultants shall check the adequacy of such arrangements and procedures. In case the Contractors quality assurance program/procedure is found inadequate, then, the Consultant may arrange for the requisite tests to be carried out at the nearest accredited laboratory at Contractor's cost under intimation to BDA. Such tests shall form the basis for certifying the bills of the Contractors. Consultant shall ensure all the safety norms are adhered to at site.

xxix) Consultant shall issue and enforce check-list for day-to-day monitoring of the works.

xxx)Consultant on receipt of running bills submitted by the Contractor, compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's payment certificates.

xxxi) Consultant shall assist post construction consultancy services such as assisting BDA in finalizing the final bill, settlement of claims, etc.

xxxii) Consultant shall provide necessary periodical assistance during defects liability period by way of conducting periodic inspection, prepare inspection reports and advising contractors to attend to the rectifications indicated in the inspection report.

xxxiii) Consultant shall assist BDA in making power point presentations regarding the project as and when necessary

xxxiv)Consultant shall carry out joint inspection before the end of defect liability period and advice on remedial measures for defects discovered if any, and to assist BDA in issuing Defect Liability Certificate.

xxxv)It is the responsibility of the Consultant to ensure that all observations and instructions indicated during the periodic visits of the various inspecting officers of the BDA are attended by the contractor.

xxxvi) Consultant shall provide all details of progress achieved vis-a-vis. The accepted programme on regular basis. If there are repeated slippages between the actual progress and programme not withstanding the action taken by the Consultant, the Consultant shall report to BDA with all the facts and figures including reasons for such repeated slippages in progress. The Consultant shall assist BDA in issuing notices to the Contractor for wiping off the accumulated shortfall within a reasonable time frame. The Consultant shall also work out the penalties imposable as per the agreement and intimate to BDA for taking necessary action.

xxxvii) It is the responsibility of the Consultant to obtain "as built" drawings of all the works carried out by the contracting agency and to furnish the same to BDA duly certified both in physical and digital form.

xxxviii)Work is proposed to be executed round the clock and consultant must provide necessary services accordingly and any specific work assigned by the client.

xxxix)Consultant shall provide man power for the marketing and assist in marketing of villas/Houses/apartments.

XXXX) The Consultant shall make the Project leader (Team leader) responsible for overall supervision, coordination and management of all the project assignment. The Team leader shall report to the designated Engineer / Officer of BDA on regular basis and updating the progress of the work in proper formats;

XXXXI) Deploy the Project leader (Team leader) within 7 days of signing of the Contract, and the other team members within 15 days of signing of the Contract. The tenure of the contract shall begin after the deployment of Team Leader. The charter of duties and deployment will be decided by the Consultant in due Consultation with BDA and the Project leader (Team leader) ;

a Ensure that the minimum qualifications of the Team Leader and the other key personnel as per clause 1.7 of Qualification information as in page no 27

b Shall have the Project leader (Team leader) of the PMC, exercise, perform all the duties, liabilities, functions and obligations as Engineer, with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the terms and conditions of the Contract Agreement entered between BDA and the respective Contractors, within the given time frame &budget provisions and approval granted by BDA . However while performing his duties he shall report regularly to the designated Executive Engineer /Officer of BDA ;

c Scrutinize the Contractor's detailed work program suggest modification if any in the Work program after making a careful study to ensure speedy and successful completion of works in consultation with BDA ;

d Scrutinize the construction methods proposed by the Contractors for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environments aspects as well as safety of works, personnel and the general public;

e Formulate quality assurance system for Supervision Process. The Consultant has to prepare a Supervision Manual, the primary objective of which will be to evolve guidelines for administration, supervision and management of the project .The manual will merely act as a guide and reference to help the staff in the management and supervision of the project and in discharging their duties in a smooth and systematic

manner;

f Be responsible for the day to day supervision of Construction works at site through Civil Contractors, quality control, taking measurements, entering measurements in the Measurement Sheets Certifying and finalizing the bill of Contractors, handing over completed works and attend to audit queries & all arbitration /litigation cases with respect to the project;

g Be responsible for assessing, verifying and sending replies to the day to-day issues raised by the contractors during the execution of work with the approval of BDA.

h Provide all technical services / guidance / advice as may in any way relate to, or arise out of the construction of the said work as have been entrusted to the Project Management Consultant by BDA ;

i Participate in the project review meetings held from time to time by BDA , and should also participate in emergency or extraordinary meetings held to deal with any emergency,

j force majeure event or other exigencies;

k Carry out scrutiny to ensure sufficiency of the reports, drawing, designs, estimates, BOQ etc prepared by other Consultants engaged by BDA and assisting BDA in finalizing extra items and claims of Contractors;

l Prepare updated and additional drawings, specifications etc as required during the contract period and supply to the Contractors in time;

m Carryout regular inspection of the Contractor's equipment, plant, machinery, installations, housing and medical facilities etc. and ensure they are adequate and are in accordance with the terms and conditions of the contract;

n Examine Contractor's preparation and the completed portion of the work as per'request for inspection and promptly advise the Contractor;

Be responsible for the field supervision carrying outfield tests on materials, structures etc. and obtaining necessary approvals there on and maintaining adequate records thereof on the forms prescribed by the BDA . The PMC shall ensure proper establishment of field laboratories/quality control equipments onsite by Contractors to conduct tests on materials / mixes being used for construction such as cement, steel, bricks, mortars, concretes etc. Essential gauges, instruments etc. Should be got calibrated periodically. The Project Management consultant shall maintain necessary site records and obtain data in support of the same. They shall carry outfield and laboratory tests on materials of construction as well as partially or completely erected structures etc. And maintain adequate records thereof; and to witness the tests carried out at outside the site if required or specified by the BDA

o) Obtain quality assurance system of Contractors and approve the same;

p) Review the test results / certificates of all construction material and / or sources of material and undertake additional tests as necessary to assess the quality of works;

q) Ensure taking requisite samples during execution and promptly advise the contractor about the result;

r)Be responsible for the planning and monitoring progress of works by using modern methods of control such as computerized PERT/CPM (by using latest version of Primavera or MS-Project), submission of progress reports of works executed weekly and monthly. Both physical and financial progress reports with reference to pre-fixed targets shall be prepared and forwarded to BDA .Constant review of progress achieved visa the targets as well as the cost parameters shall be prepared. The Consultant shall suggests timely remedial actions to be taken in case of delays or defaults The progress reports visa the PERT/CPM controls should be submitted on afort nightly basis BDA ;

s Keep BDA apprised of any delays, keep a hindrance register indicating all details of all such delays which will also be furnished with recommendations for approval of BDA for grant of

extension of time by BDA to Contractors. The Team leader shall explain the reasons for the delay and action to be taken / already taken to correct the situation in the Monthly Progress Report;

t) Check and recommend the Contractor's detailed programme of activities commensurate with the Tender provisions, requirement of labour, materials & samples and delivery of products requiring long lead-time procurement to the BDA for approval;

u) Avoid cropping up of extra items/substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/substituted items, deviation the necessary statement duly supported by justification and analysis of rates shall be submitted as per KPWD formats or any other formats approved by BDA along with consultant's recommendations for extra / substituted items. The Project Management Consultant should ensure that the case is put up for BDA 's approval early enough so that in no case construction work suffers on this account. As regards grant of time extension cases, prior approval of BDA should be obtained;

v) Ensure that the Site Engineer (of PMC) checks 100% measurements, the Senior Engineer to check minimum 100% measurements, and the Project leader (Team leader)to check minimum 50% measurements. The same has to be endorsed in the Measurement sheets, along with there marks in the bill. All measurements sheets should be submitted along with requisite test results carried out as per frequencies laid down;

w) Prepare a realistic cash flow/ expenses on budget head for the project on available information and update the same as required on a regular basis to reflect the current status;

x) Take Measurement of quantities and certification, recording measurements, certify the quality of work, verify and certify interim and Final Payment Certificate of the Contractors;

y) Ensure validity of various securities furnished by Contractors;

z) Assist in obtaining the requisite statutory approvals related to the entrusted works and handing over the completed works to BDA or its designated agencies on its completion;

aa Submit monthly compliance of environmental safe guard measures implemented by the Contractors;

Ensure adherence of safe working procedures at construction site and conduct safety audit at site and shall submit monthly safety audit reports to the BDA .Non- adherence to the safety instruction, unsafe practices followed by the Contractors if any;

bb Ensure the contractual obligation such as implementation of Labour laws, environmental / safety management system obligations and should ensure that the other statutory regulations are adhered during the construction to completion stage;

cc Obtain and submit all the records and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the contractor/consultant incorporating all such changes, duly authenticated as required for obtaining /issue "**Completion/Occupancy Certificate**" from statutory authorities, wherever required;

dd Submit two soft copies of the entire drawings / documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator / Designated Engineer-in-Charge of BDA ;

(xl) Verify the works on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable BDA to record completion of the works;

(xli) Verify by taking and recording joint measurements of the final bill to be submitted by the Contractors, process, certify and recommend as per the terms and conditions of contract agreement for release of final payment by BDA and attend to the observations/queries raised while processing the same for payments by BDA ;

(xlii) Reconcile the quantities for the final bill shall be done by the PMC before the final bill is submitted to BDA .The PMC shall ensure that all the test reports/certificates, guarantees, warrantees bonds are obtained;

(xliii)Submit necessary in formation as required by BDA for finalization of accounts;

(xliv)Maintain complete documentation and render all technical services as may in any way relate to or arise out of the construction of the said work as have been entrusted to the Project Management consultant by BDA ;

(xlv) Authenticate and certify the as built drawings, submitted by the Contractors;

(xlvi)Inspect the works on Completion before taking over and indicate to BDA on any outstanding work to be carried out by the Contractor during the Defect Liability Period;

(xlvii)Prepare a comprehensive final completion report of the construction package after completion of the work. The report shall contain summary of the method of construction, the construction supervision performed, problems encountered and solutions undertaken, and the Maintenance manual. The consultant shall also submit the as built drawings prepared by the Contractors in an appropriate scale indicating all the details of services duly authenticating and supply4set soft as built/completion drawings to BDA and also hand over the originals of the completed drawings;

The Quality Supervision Consultant's scope of service will include the following:

(i) Approve Contractor's material sources, Quality Assurance and quality control systems, and other submissions required under the Contracts in consultation with the engineer in charge ;

(ii) Conduct quality tests to an extent of the tests required for the work.

(iii) Submission of Quality reports

(iv) Check the Contractors' test reports on materials.

(v) Inspect the works at appropriate intervals during the defects liability period and recommend the issuance of defects liability certificate by the employer's representative;

(vi) Hand over to the employer complete records, reports and as built drawings for the Contracts;

A.5.1 Quality test on construction materials.

The consultant shall undertake the following:

- **Review test reports on materials that are tested by the Contractor as per Bureau of Indian Standard norms and standard Testing procedures.**

- **Select additional materials on a random basis for independent testing by the QSC (about 25% of tests to be carried out by the Quality Supervision Consultants)Test as per the BIS Standards ,MORTH ,IRC Standards**

	Name of material	Types of tests
	Cement	Consistency test Initial and final setting time test Compressive strength test Soundness test Fineness test
	Admixtures	Tests for compatibility and suitability
	Course aggregate	Sieve analysis test Bulk density test Flakiness index test Elongation index test Water absorption test Aggregate impact value test Abrasion resistance test Crushing value test
	Fine aggregate	Sieve analysis test Silt content test Bulk density test
	Tests on Water	Suitability for use in concrete
	Reinforcing steel	Tensile test – 0.2% proof stress, Bend tests ultimate strength elongation Weight per metre Chemical test
	Structural steel	Tensile test Bend test Thickness test
	Bricks	Compressive strength test Water absorption test Efflorescence test Dimensions
	Concrete Blocks	Compressive strength test Water absorption test Density test Dimensions
	Cement concrete	Compressive strength on cubes Workability tests Permeability test Etc
	Glazed Tiles	Water absorption test Wet transverse strength test Abrasion/ wear resistance test
	Ceramic tiles	Water absorption test Wet Transverse strength test Crazing test

	Vitrified tiles	Water absorption test Wet Transverse strength test Crazing test
	Water proofing compounds	Tests for permeability and compatibility
	Water supply pipe lines	Pressure test
	Paints	Performance tests Thickness
	Plumbing and sanitary fixtures	Dimensional verification, physical examination and relevant tests as per Bureau of Indian Standards.
	Non destructive tests on reinforced concrete member	Ultrasonic pulse velocity test Rebound hammer test Profometer studies Core test if required
	Non destructive tests on existing RCC members at renovation regions and feasibility study for additional loads	Ultrasonic pulse velocity test Rebound hammer test Profometer studies Core test if required Half cell potention meter test Carbonation test Chemical tests on concrete samples
	Electrical works	Insulation tests Earth resistance tests Continuity tests
	Water proofing on Roof slab	Pond test
	Load Test	On roof/floor (if necessary)
	Proof checking	For all designs and drawing including soil investigation

- **Dispatch the materials to the identified independent laboratory or own laboratory as per the requirement**
- **Receive test report and report findings of test reports of contractor as well as Quality Supervision Consultants.**
- **Incorporate test results in monthly testing report and contract monitoring report**

A.5.2 Quality of materials

The checking of quality of materials includes :

Physical examination

- Review of test reports

Collecting representative samples wherever possible and conducting necessary tests for confirmation

- Informing the department regarding the acceptance of material or otherwise
- Witnessing the testing of materials carried out by the contractor at laboratory.

A.5.3 Testing of Construction Materials

The relevant tests are included in the standard specifications, they shall include all tests required as per Bureau of Indian Standards and other standard testing procedures, but not be limited to the following :

A.5.4 Quality Monitoring of various works during different stages of construction

The total quality monitoring of various works will be included but not to be limited to the following :

1. Quality of materials
2. Quality of construction of various works during different stages of construction
3. Performance of mechanical and electrical equipment and systems

A.5.5 Quality monitoring during construction: During the course of construction, the Quality Supervision Consultants shall make at least 25% of visits as independent unannounced visits to check the quality of construction. The visits shall be made at the following stages:

A.5.5.1 Foundation stage

- **Checking the foundation with respect to the soil reports and its suitability as bearing strata**
- **Dimensional verification of selected footings, size stone masonry works**
- **Checking the layout marking and centre lines, at random**
- Checking the fabrication of reinforcement steel and its positioning properly.
- **Checking the concreting arrangements and witnessing concreting of a few footings at random**
- **Checking of shuttering and form work for columns and column footings.**

A.5.5.2 Plinth stage

- **Checking the quality of stone masonry with emphasis to quality of stones,**

joints, joint materials, etc.

- **Checking the fabrication of reinforcement steel for plinth beams**
- **Checking the adequacy and compaction of earth filling for foundation.**

A.5.5.3 Lintel stage

- **Checking the quality of wall masonry with emphasis to Quality of Bricks, Concrete blocks etc., joints, joint mortar, curing etc.**
- **Checking the quality of column concrete**
- **Checking the fabrication of reinforcement step of lintels.**
- **Checking the quality of concrete in lintels**

A.5.5.4 Roof stage / slab stage

- **Checking the quality of shuttering and formwork, with emphasis on lines and levels, joints and safety considerations**
- **Checking the fabrication of reinforcement steel and its position**
- **Checking the arrangements for concreting, vibration and curing**
- **Checking the concrete while concreting, with respect to mix-proportion, w/c ratio and compaction. Casting independent set of cubes for verification of strength**

A.5.5.5 Finishing stage

- **Checking the quality of flooring with respect to levels and smoothness at random**
- **Checking the door and window opening locations**
- **Checking the quality of flooring materials such as granite, vitrified tiles, ceramic tiles, etc.,**
- **Check the quality of materials used for doors and windows.**
- **Checking the quality of joinery with respect to workmanship and fixtures, at random**
- **Checking the plaster in walls and ceiling with regard to proportions, line and level and curing, at random**
- **Checking the finishing works at random, such as painting, dadooing, fixing of ceramic tiles, fixing of sanitary fixtures, steel grill works, etc.**

Electrical Works

A.5.5.6 The standard and special specifications shall be referred, to determine the scope of the works to be undertaken. Test of ear thing and lightening protection systems shall be included.

A.5.5.7 Water supply and sanitary works :Pressure test for water supply pipes and smoke test for sanitary pipes, checking inlet out let levels at chambers and manhole junctions shall be certified

A.6.0 Final out puts

The following outputs shall be furnished by Quality Supervision Consultants

A.6.1 After each inspection, the Quality Auditing and Project Monitoring Services, Consultancy Services including proof checking of designs consultant shall submit a report to Engineer member , with a copy to concerned Executive Engineer & Assistant Executive Engineer, covering Quality of materials used, Quality of workmanship, corrective measures (if any) required.

A.6.2 The Quality Auditing and Project Monitoring Services, Consultancy Services including proof checking of designs consultant shall submit a report on Final Quality of the building covering all aspects including civil works, electrical, water supply and sanitary works and the Final fitness of building with respect to National Building Code to **Engineer member** with a copy to concerned Executive Engineer and Assistant Executive Engineer.

7**Actions requiring specific approval of BDA:**

The Consultant will be required to obtain specific approval of BDA before taking any of the following actions:

a) approving subcontracting of any parts of the works,
b) certifying additional cost,
c) determining an extension of time,
d) issue a variation order,

e) Recommendation for variation in work quantities, fixing rates or prices.

8.Submission of Monthly Progress Report

The monthly progress reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs and shall cover the following.

Main activities undertaken and events for the period and progress Report on the activities of the Contractor and Supervision staff. Monitoring and evaluation of project progress and summary of Consultants observations/result on quality control tests. **The Consultant shall prepare and submit six copies of Monthly Progress Report to BDA by the 8th day of month** failing or non submission will attract Rs.20.000 fine for each month.

SCHEDULE FOR COMPLETION OF TASKS

As per the mile stones laid in the works contract

4. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
   a. Soil Investigation Reports
   b. All Structural Drawings and other relevant details required for execution of the work including Water supply, sanitary and internal roads.
   c. Proof checking for all Designs drawings
   d. Project Monitoring Services for entire Project till completion.
   e. The Client envisages the need for continuity Till the competition
   f. The clauses on fraud and corruption in the contract are Sub-clause 2

(vii) FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT **complete records, reports and as built drawings**

Quality test reports ,Meetings proceedings ,Inspection reports, RFIs, site order books and other relevant records.

5. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK

6. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS

7. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the_____day of the month of _____, 200___, between, on the one hand,_____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

"….. (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely,_____and_____(hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

Appendix A:	Description of the Services	_____
Appendix B:	Reporting Requirements	_____
Appendix C:	Key Personnel and Sub-consultants	----------
Appendix D:	Services and Facilities to be provided by the Client	_____
Appendix E:	Breakdown of Contract Price	_____
Appendix F:	Form of Guarantee for Advance Payments	_____

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.*]

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

Language
This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

Notices
Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

Location
The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

Authorized Representatives
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

Taxes and Duties
The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

Effectiveness of Contract
This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

Commencement of Services
The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

Expiration of Contract
Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

Modification
Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

Force Majeure

Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the endof such period.

Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

Termination

By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

Payment upon Termination:

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

General:

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

Conflict of Interests:

Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

Procurement Rules of Funding Agencies:

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

Contract Price

The Contract price is set forth in the SC.

Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is_____].

[1.4.1 The addresses are:

Client :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

Consultants :_____
_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[Note[1]: Fill in the blanks]

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____

For the Consultant : _____

[Note: Fill in the blanks]

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be ….. days *[Note: Fill in 30 days or any other appropriate]*or such other time period as the parties may agree in writing]

[2.3 The period shall be_____*[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. ..... for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[*Note: Fill in the blanks and delete what is not applicable*]

[3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are_____.]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs._____.

[6.4 The account is :…….]

Payments shall be made according to the following schedule :

Note *: (a) the following installments are indicative only; (b) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B,* ***Reporting Requirements****. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 per cent of the lump sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the Contract Price shall be paid on or after the date of effectiveness against the submission of a bank guarantee for the same.
- Ten (10) percent of the lump sum amount shall be paid upon submission of the inception report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon submission of the interim report.
- Twenty-five (25) percent of the lump sum amount shall be paid upon the submission of the draft final report.
- Twenty (20) percent of the lump sum amount shall be paid upon approval of the final report.
- The bank guarantee shall be released when the total payments reach fifty (50) percent of the lump sum amount.

***Note : this sample clause should be specifically drafted for each contract.*]**

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

The interest rate is 5% per annum

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

Modify appropriately.

* Insert President Indian Roads Congress (for roads and bridge works) or any other appropriate Institution (for other type of consultancies)

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Client

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Advance Payments
(Reference SC Clause 6.4 of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____ Bank Guarantee:_____Date: _____

Dear Sir,

In consideration of M/s._____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No._____dated_____and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at_____for_____Contract (hereinafter called the "Contract")
(scope of work)
and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We_____(Name of the Bank) having its Head Office at_____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of_____as aforesaid at any time upto_____@_____without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to_____and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s._____on whose behalf this guarantee has been given.

Dated this_____day of_____19_____at _____

WITNESS

_____ _____
(signature) (signature)

_____ _____
(Name) (Name)

_____ _____
(Official Address) Designation (with Bank stamp)

Attorney as per Power of
Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India